

## Terms & Conditions

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#### Changes to Terms of Use.

Datacenter may revise and update these Terms of Use from time to time at its sole discretion. Datacenter encourages you to check this page from time to time to take notice of any changes Datacenter has made. Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes.

#### Datacenter Products and Services.

These Terms of Use shall only govern your access to and use of the content and functionality offered on the Websites. You may order goods and services through the Websites from Datacenter affiliates (including Datacenter) and your order of such goods and services, the provision thereof by the relevant Datacenter affiliate, and your use thereof, may be governed by a separate agreement between you and the relevant Datacenter affiliate. Datacenter may not be a party to said separate agreement, and Datacenter shall not be liable or responsible in any way for the provision or use of the services and/or products under said separate agreement. The Websites may contain tools or features that can be used to communicate with any of these Datacenter affiliates regarding goods and services that you have ordered with these Datacenter affiliates (including but not limited to providing tools or features for providing instructions to these Datacenter affiliates, requesting support, and managing products or services). Datacenter's involvement with regard to these tools and features shall be limited to enabling communication between you and the relevant Datacenter affiliates.

#### Liability.

In no event shall Datacenter be liable to you for (i) any loss of profits, contracts or goodwill or any type of special, indirect, consequential or economic loss (including loss or damage suffered as a result of an action brought by a third party) caused by or resulting from any use of the Websites, (ii) any damages or losses caused by or resulting from any downloads obtained from the Websites or any use of any hyper-linked websites, (iii) any damages or losses caused by or resulting from the unavailability of the Websites from time to time or from your inability to use or access the Websites, (iv) any damages or losses caused by or resulting from any failure or omission of a Datacenter affiliate in connection with the provision of any of the Datacenter affiliate's service or products, (v) any damages or losses caused by or resulting from errors in or interruption of the Websites, and (vi) any damages or losses caused by or resulting from any inaccurate, incomplete or unsuitable information and materials found or offered on the Websites.

#### Exclusion of Warranty.

Your use of the Websites shall be at your risk and responsibility. Datacenter provides each of the Websites "as is" and "as available" and without any warranty or condition. Without prejudice to the generality of the foregoing, Datacenter does not warrant that the Websites will operate without interruptions, be timely, secure or error-free, or that the information and materials found or offered on the Websites are accurate, complete or suitable.

#### Passwords/Username.

Access to and use of certain areas of the Websites are restricted to authorized users only. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to immediately notify Datacenter if your password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised.

#### License.

If Datacenter grants you access to restricted password restricted areas of the Websites, Datacenter grants you a non-exclusive, non-transferable, non-assignable, non-sub-licensable and royalty free right to use these areas. Said license shall be limited to (i) viewing the information and performance data, and (ii) using the features included in these areas for the ordinary course of your business. You shall observe each and any instruction of Datacenter regarding the use of said restricted areas of the Websites. Datacenter reserves the right to suspend or revoke, in its sole discretion, this license and to prevent you from accessing all or any portion of said areas of the Websites without liability on the part of Datacenter if (i) you act in violation of any of these Terms of Use, or (ii) if any of the Datacenter affiliates with whom you have entered into an agreement with for the provision of Goods or Services notifies Datacenter that it has suspended the provision of goods or services under such agreement or that such agreement has been terminated.

#### Unauthorized Access.

You agree (i) not to gain or attempt to gain unauthorized access to any password restricted areas of the Websites or to information contained in such areas of the Websites, (ii) not attempt to evade authentication or security procedures, (iii) not to access or use the Websites in any manner that could damage, disable, overburden, or impair Datacenter's computer systems or networks, (iv) not to use any robot, spider, scraper or other automated means to access the Websites, and (v) not to assist, encourage or permit any other person to do any of the above things.

#### Hyperlinks.

If the Websites contain hyperlinks to other third party websites, these links are provided for your convenience only. These hyperlinks will let you leave the Websites. Datacenter has no control over the contents of said third party websites, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

#### Copyrights and Database Rights.

The information and materials contained on the Websites are protected by copyright and sui generis database rights. You must not use, copy, modify, transmit, store, publish or distribute the material on the Websites, or create any other material using materials on the Websites, without obtaining the prior written consent of Datacenter.

#### Trademarks.

All trade names, logos, brand identities, slogans, service marks, and trademarks appearing in the Websites, are protected by national, EU and other international laws. You are not entitled to use such marks without the prior written permission of Datacenter.

#### Patents.

The Websites, products, technology and processes contained in the Websites may be the subject to patents owned by Datacenter or by third parties. No license is granted in respect of those intellectual property rights other than as explicitly set out in these terms.

#### Applicable Law.

If the Customer signed an Agreement with a Datacenter company then this Agreement will be construed and enforced in accordance with the laws as specified in such Agreement. If the Customer did not sign an Agreement with a Datacenter Company then such relationship shall be governed in accordance with the laws of The Netherlands and Customer hereby consents to the jurisdiction of the courts of Amsterdam, The Netherlands with respect to any dispute, controversy or other matter relating to or arising out of agreement or any Order Form.

#### B. Cookie Statement

This cookie statement applies to the Websites and explains how cookies are placed on your computer, tablet and/or mobile telephone (a "device") in order to log information. A cookie is a small amount of data (a small file) sent to your computer by a website. In general, when you visit the Datacenter website, cookies will be placed on your device that help Datacenter to provide you with a good browsing experience and also allow Datacenter to improve its website. More specifically, Datacenter's website uses cookies for the following purposes:

##### Web Analytics.

The Datacenter website uses Google Analytics and other web analytics services. Each tool places cookies on your device to help distinguish between different visitors and to analyze how users use the Datacenter website. The cookies placed on your device are used to collect certain information, such as the date and time that a user visits the Datacenter website, the number of times a user has visited the Datacenter website and the website that has directed the user to the Datacenter website. Other analytics may collect Personally Identifiable Information that may be saved on your computer, and can be used to identify or make contact with you; may also collect site engagement information and is used to optimize our user's experience on the website.

##### Functional Cookies.

The Datacenter website also places cookies on your device to make navigating the website easier. These cookies are used to allow the website to remember choices you made and provide for enhanced, more personal features. For instance, these cookies can be used to remember the status of your shopping cart, or to allow you to return to a previous page.

##### Social Media.

Social media can place cookies through the Datacenter website to integrate social media (i.e. LinkedIn, Twitter, Google+ and Facebook). You agree to place these cookies on your device by clicking on the social media buttons to activate them. These social media have their own privacy and cookie policies, which Datacenter does not control. Please check the social media websites for more information about their cookies and how to manage them. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that if you do so, you may not be able to use the full functionality of the Datacenter.com website.

##### Privacy.

Datacenter.com respects your privacy and is committed to maintaining the privacy and confidentiality of the personal data we collect. Datacenter will use your personal data in accordance with applicable laws and regulations. Your personal data will be processed by Datacenter for the conclusion and execution of agreements for the provision of our services and managing the resulting relationships, including the performance of activities aimed at increasing the customer base. Subject to the consent of customer granted information can also be used for other marketing actions of Datacenter.com and to improve its products and services. If you believe that any personal information we have about you is incorrect, or if you have a question or complaint, please contact us at [support@datacenter.com](mailto:support@datacenter.com)